

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS

NOV 13 2008

Michael N. Milby, Clerk

HOUSTON DIVISION

UNITED STATES OF AMERICA

vs.

LARRY W. WILSON, SR. and
PARIS J. KINCADE, JR.

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§
§
§

Criminal No. H-08-

H - 08 - 739

UNDER SEAL

INDICTMENT

THE GRAND JURY CHARGES THAT:

Sealed
Public and unofficial staff access
to this instrument are
prohibited by court order.

INTRODUCTION

At all times material to this Indictment:

1. Hempstead, Texas, is located on U.S. Highway 290 and Interstate Highway 6 in northern Waller County, Texas, approximately fifty miles west of Houston, Texas. Hempstead is a city composed of diverse ethnic backgrounds and in the year 2006, had a population of approximately 6,837 people. Hempstead is involved in various aspects of interstate and foreign commerce including, but not limited to: providing city services to residents who, live in or move into the city's boundaries; buying products, goods and services that originate outside the state of Texas; and receiving and spending direct and indirect federal funding used for the various programs and services provided for its residents, including the receipt of federal assistance in excess of \$10,000 during the one-year period beginning

federal assistance in excess of \$10,000 during the one-year period beginning December 28, 2006 through December 27, 2007.

2. **LARRY W. WILSON, SR. ("WILSON")**, defendant herein, is the Mayor Pro-Tem, and City Council Member of Hempstead from approximately May 2004 until the date of this indictment. As the Mayor Pro-Tem and City Council Member, being an elected public official, **WILSON** was sworn to faithfully execute the duties of his office and to preserve, protect, and defend the laws of the State of Texas. **WILSON** is also employed as a Prairie View A&M University security officer. The Office of the Mayor/Mayor Pro-Tem is located at City Hall in Hempstead. The Hempstead City Council meets at least every month at the City Hall. City Council members are essential in the approval process of contractual issues, such as vendor approvals, contracts, and other city business.

3. **PARIS J. KINCADE, JR. ("KINCADE")**, defendant herein, is a Hempstead City Council Member, being an elected public official, **KINCADE** was sworn to faithfully execute the duties of his office and to preserve, protect, and defend the laws of the State of Texas. City Council members are essential in the approval process of contractual issues, such as vendor approvals, contracts, and other city business. **KINCADE** is also employed by Prairie View A&M University.

4. The "Cooperating Witness" is a demolition contractor who, during the

period of the indictment, obtained four city contracts while working with City Council Members **WILSON** and **KINCADE**. The cooperating witness provided U.S. currency in order to become an approved city vendor and obtain the city contracts from the City of Hempstead.

5. To become an approved vendor for the City of Hempstead, a contractor must present their qualifications and skills before the City Council, at which time the vote is rendered either approving or disapproving vendor eligibility with the city. At no time is monetary remuneration by the potential vendor required or allowed.

6. The United States Department of Housing and Urban Development (hereinafter HUD) is a cabinet-level department of the federal government commonly referred to as "HUD." HUD's mission is to increase home ownership, support community development and increase access to affordable housing free from discrimination. To fulfill this mission, HUD provides funding for qualified local communities.

7. HUD provides funding to the states in different ways. If a city is labeled as an entitlement city, which are major cities in a state, the city deals directly with HUD. If the city is classified as a non-entitlement city, which are small cities usually less than 50,000 in population, the HUD/Community Development Block Grant (CDBG) funding is channeled through the state. The State of Texas utilizes the

CDBG as a funding mechanism.

8. The Community Development Block Grant Program: The CDBG Program is governed by Title I of the Housing and Community Development Act of 1974 (hereinafter the Act) and Federal regulations at *24 CFR 570, Subpart I*. CDBG is comprised of two distinct programs, one of which is known as the "State Administered CDBG Program." This program is administered by each state to "non-entitlement areas," which are cities with populations of less than 50,000, and counties with populations of less than 200,000. Non-entitlement areas are not eligible for direct funding from HUD. The Omnibus Budget Reconciliation Act of 1981 authorized states to administer the CDBG programs. Communities receiving CDBG funds from the state may use the funds for many kinds of community development activities including demolition and rehabilitation of private buildings. The City of Hempstead is qualified to be a participant in this program because it is a city with a population of less than 50,000.

9. The Office of Rural Community Affairs: In the State of Texas, the "State Administered CDBG Program" is administered by the Office of Rural Community Affairs (hereinafter ORCA). As a recipient of CDBG funds, ORCA is charged with ensuring HUD requirements are met. ORCA's responsibilities include formulating community development objectives, deciding how to distribute funds among non-

entitlement communities, and ensuring that recipient communities comply with applicable state and federal laws and requirements. In fiscal year 2006, ORCA received \$73,297,579 from HUD for the administration of the state's CDBG non-entitlement program. The annual CDBG appropriation is allocated between states using a formula comprised of several measures of community need, including the extent of poverty, population, housing overcrowding, age of housing, and population growth lag in relationship to other metropolitan areas.

10. On July 27, 2006, in contract number 726251, ORCA authorized a \$350,000 grant to the City of Hempstead to be used between the dates of July 27, 2006 and July 26, 2008. The non-entitlement cities, once they apply for a grant are scored on a point system. The 2006 Community Development Fund Grant of \$41,545,408 was distributed to twenty four regions.

11. The City of Hempstead scored 633.93 points on their application for the 2006 Community Development Grant. Accordingly, the City of Hempstead received its requested federal grant of \$350,000 in contract number 726251.

12. ORCA authorized the \$350,000 grant of federal funds to the City of Hempstead. The federal funding had been awarded in the competitive process and was earmarked for use by only the City of Hempstead. The funds were awarded to the

City of Hempstead for the full term of the contract, barring an improper breach of the contract.

13. The City of Hempstead received federal funding through ORCA for another contract, number 727094. The City of Hempstead was awarded \$31,800 from a planning studies fund. The grant was for comprehensive studies into land use, housing population and map studies. The grant was awarded on July 5, 2007, and expires on July 4, 2009.

14. The Texas Department of Housing and Community Affairs received \$13,478,223 for its HOME Investment Partnership program from HUD in fiscal year 2007. The City of Hempstead, contract number 1000856, was awarded \$300,000 in project funds and \$12,000 in administrative funds for the Owner Occupied Housing Assistance Program. The contract was signed by the City of Hempstead Mayor on February 4, 2008, and the Texas Department of Housing and Community Affairs Executive Director on February 15, 2008, and will terminate on August 14, 2009.

15. Each of these contracts contain regulations discussing the conflict of interest rules and were signed by the Mayor of the City of Hempstead.

16. The City of Hempstead and the cooperating witness entered into four contracts, between the dates of August 6, 2007 and August 31, 2007: The contract for the demolition of 610 4th Street valued at \$6,000; the contract for the demolition

of 603 3rd Street valued at \$4,000; the contract for the demolition of 520 4th Street valued at \$4,500; the contract for the demolition of 326 5th Street valued at \$5,150. The total contract value was \$19,650.

17. Federal Regulations Regarding Conflicts of Interest: In accordance with the Code of Federal Regulations, the recipient local entity has to comply with the following regulation found at 24 C.F.R. §570.489(h):

The general rule is that no persons . . . who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect there to, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

Additionally, paragraph (h)(3) of this regulation states, in part:

The conflict of interest provisions of paragraph (h)(2) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub-recipients which are receiving CDBG funds.

18. Federal Regulations Regarding Procurement Standards: In accordance with the Code of Federal Regulations, the recipient local entity has to comply with the following regulation regarding procurement standards to be used during contracting related to the approved project: 24 C.F.R. §85.36 (b)(1): "Grantees and subgrantees

will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.” Further, subsection (3) of this regulation provides, in pertinent part: “No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.” Such a conflict would arise when: “(I) The employee, officer or agent...[(iv)]...has a financial or other interest in the firm selected for award. The grantee’s or subgrantee’s officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.”

19. The Office of Rural Community Affairs Contracts for Community Development Programs, signed by the Mayor of the City of Hempstead, contain regulations detailing the rules regarding conflicts of interest, subcontracting, and make reference to the Code of Federal Regulation provisions discussed above.

COUNT ONE

Conspiracy to Commit Federal Programs Fraud - 18 U.S.C. §371

20. The Grand Jury adopts, realleges, and incorporates herein the Introduction Section of this Indictment.

A. The Conspiracy

21. From on or about July 27, 2006, and continuing to approximately July 26, 2008, in the Southern District of Texas and elsewhere within the jurisdiction of the Court,

LARRY W. WILSON, SR.
and
PARIS J. KINCADE, JR.

defendants herein, did knowingly combine, conspire, confederate, and agree with each other and with other persons known and unknown to the Grand Jury, to commit an offense against the United States, as follows:

(a) to knowingly and corruptly solicit, demand, accept, and agree to accept, anything of value from a person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such organization, government or agency involving any thing of value of \$5,000 or more; defendants being agents of a local government agency, that is, for the City of Hempstead, a local entity which received more than \$10,000 from a federal assistance program during a continuous one-year period, to wit: **WILSON**, Mayor Pro-Tem and City Council Member of the City of Hempstead, and **KINCADE**, City Council Member for the City of Hempstead, did solicit, demand, accept, and agree to accept U.S. currency as bribes, in the amount of approximately \$13,000, from a demolition

contractor (the cooperating witness), doing business with the City of Hempstead, with intent to be influenced and rewarded in a series of transactions involving four City of Hempstead contracts worth approximately \$19,650, although the cooperating witness was told he would receive city contracts worth up to \$160,000, in return for promising the cooperating witness that he would become an approved vendor of the City of Hempstead, in violation of Title 18, United States Code, Section 666.

B. Manner and Means of The Conspiracy

22. The manner and means of the conspiracy included, but were not limited to, the following:

A. It was a part of the conspiracy that **WILSON** and **KINCADE** did agree to use their official positions and authority as the Mayor Pro-Tem and City Council Members to demand and obtain illegal payments, that is, “kickbacks” and/or “bribes” in return for the cooperating witness becoming an approved vendor for the City of Hempstead.

B. It was further part of the conspiracy that **WILSON**, as the Mayor Pro-Tem of the City of Hempstead, and **KINCADE**, as City Council member, utilized their positions to wield significant influence over whether the City Council approved or disapproved a city vendor.

C. It was a further part of the conspiracy that **WILSON** and **KINCADE** worked together to control the vote of the City Council making the cooperating witness eligible to receive Hempstead city contracts.

D. It was a further part of the conspiracy that **WILSON** and **KINCADE** required the cooperating witness to pay **WILSON** and **KINCADE** a bribe in U.S. Currency to become an approved vendor in order to obtain demolition contracts.

C. Overt Acts

23. In furtherance of the conspiracy described and to effect the objects thereof, the defendants performed or caused the performance of the following Overt Acts, among others not described herein, in the Southern District of Texas:

Overt Acts in Furtherance of Obtaining Vendor Approval & City Contracts

(1). On or about July 27, 2006, the City of Hempstead received an ORCA authorized CDBG grant of \$350,000, in contract number 726251, to demolish and/or rehabilitate buildings in the city, dated July 27, 2006 through July 26, 2008.

(2). On or about December 28, 2006, **WILSON** met with the cooperating witness to discuss a demolition contract in the City of Hempstead.

(3). On or about December 28, 2006, **WILSON** instructed the cooperating witness on how to inflate city contracts, so they could make money,

by stating, "It take you 10 thousand to tear that down. You tell me it'll take you 15. We'll sit down and talk, see what I'm saying?"

(4). On or about December 28, 2006, **WILSON** informed the cooperating witness "Me and you, and one of my boys sit down, we talk."

(5). On or about January 5, 2007, **WILSON** informed the cooperating witness that an unindicted co-conspirator had told him that the cooperating witness was an individual he could work with.

(6). On or about January 5, 2007, **WILSON** and the cooperating witness agreed that for a \$10,000 bribe, **WILSON** could award a city contract for up to \$160,000 to the cooperating witness.

(7). On or about January 5, 2007, **WILSON** stated he is the man and all city contracts must go through him for approval.

(8). On or about January 18, 2007, the cooperating witness met with **WILSON** at his (**WILSON's**) residence and told him "You did say it was gonna be about over \$160 thousand dollars worth of work, right," to which **WILSON** replied "We can put in as we see fit, you know what I'm saying . . . and if we run out, and we still got work, we grab money from somewhere."

(9). On or about January 18, 2007, when the cooperating witness attempted to give **WILSON** the pre-arranged \$5,000 bribe payment, **WILSON**

instructed the cooperating witness not to directly give him the money, stating "...tell you what, you get that to the Judge. You give that to the Judge. Tell Judge to come see me."

(10). On or about January 18, 2007, **WILSON** instructed the cooperating witness not to give him the money at his residence, but rather explained how to place the money in his car later that night, stating he is going to go to his car and if the cooperating witness just wants to "...drop whatever...I'm gone."

(11). On or about January 18, 2007, **WILSON** and the cooperating witness discussed different scenarios for how the cooperating witness would deliver the bribe to **WILSON**'s car.

(12). On or about January 18, 2007, referring to arranging the bribe payment, **WILSON** repeated three times, "The game is crazy."

(13). On or about January 18, 2007, **WILSON** notified the cooperating witness that they would get together at a later date.

(14). On or about January 22, 2007, **WILSON** informed the cooperating witness that after his presentation at City Hall, the City Council placed the cooperating witness on the agenda to become an approved vendor.

(15). On or about January 22, 2007, the cooperating witness asked **WILSON** to write out the contract since he (**WILSON**) already knew the requirements of the City Council for a vendor contract, to which **WILSON** replied, "Yeah...no problem."

(16). On or about January 22, 2007, **WILSON** told the cooperating witness, regarding the contract, "I got commissioners court in the morning...just hit me. That'll give me time to work on the contract. We'll sit down, eat and look at the contract."

(17). On or about January 23, 2007, **WILSON**, the cooperating witness, and an unknown associate of **WILSON's** met at a restaurant.

(18). On or about January 23, 2007, **WILSON** provided the cooperating witness with a contract written by **WILSON**, to appear as if authored by the cooperating witness, to be presented to the City of Hempstead City Council.

(19). On or about January 23, 2007, **WILSON** said, "We in the process of doing business and I'm not, I'm not taking nothing from you...I take care of my end and you take care of yours."

(20). On or about January 23, 2007, **WILSON** instructed his associate and the cooperating witness to meet outside, stating, "Meet him out there or whatever."

(21). On or about January 23, 2007, **WILSON** said he was going to stay in the restaurant, stating, "I'm gonna take care of this here."

(22). On or about January 23, 2007, when the cooperating witness asked **WILSON's** associate whether he was supposed to pick up the package for **WILSON**, the associate stated, "Yea."

(23). On or about January 23, 2007, **WILSON's** associate explained his presence, by stating, in the restaurant, **WILSON** said he "Can't take anything from you [cooperating witness] right now."

(24). On or about January 23, 2007, when the cooperating witness told **WILSON'S** associate there was \$5,000 in the cab of his truck, **WILSON's** associate replied, "Alright" as he took the money.

(25). On or about January 23, 2007, **WILSON** called the cooperating witness and said he received the contract (although **WILSON** had already given the cooperating witness the contract earlier that evening) stating "Hey man, I just looked over that contract, everything looked good."

(26). On or about January 25, 2007, the cooperating witness delivered the contract written by **WILSON** to Hempstead City Hall.

(27). On or about January 25, 2007, **KINCADE** told the cooperating witness that he had spoken to **WILSON** about the contract and **WILSON** said "Don't worry."

(28). On or about January 26, 2007, **WILSON** and the cooperating witness met at a barber shop, where **WILSON** affirmatively nodded his head when the cooperating witness asked him whether he had received the first \$5,000 bribe.

(29). On or about January 26, 2007, **WILSON** again confirmed he had received the first \$5,000 bribe, and assured the cooperating witness that his associate was trustworthy, stating "I call you back and told you that contract, that contract look good, man."

(30). On or about January 26, 2007, **WILSON** said "He cool" in response to the cooperating witness' inquiry about **KINCADE** stopping by the day before, and **KINCADE**'s relationship with **WILSON**.

(31). On or about January 26, 2007, after discussing the reliability of **WILSON**'s associate, **WILSON** stated he learned you can get 20 years for bribery, so you "Just got to be careful what you say, what you do with anybody, man."

(32). On or about February 5, 2007, **KINCADE** met with the cooperating witness at a convenience store, where they agreed they should have the same relationship as the cooperating witness and **WILSON**.

(33). On or about February 5, 2007, when **KINCADE** and the cooperating witness discussed keeping their bribery arrangement private, **KINCADE** replied "We ain't got to talk about it...it's just like a holler in the wind, you don't hear nothing."

(34). On or about February 5, 2007, when discussing the Mayor of Hempstead, **KINCADE** stated, "And he's not like that...Mayor's gonna be straight."

(35). On or about February 5, 2007, **KINCADE** accepted the \$3,000 bribe from the cooperating witness inside the cooperating witness' car.

(36). On or about February 5, 2007, upon receiving the \$3,000 bribe from the cooperating witness, **KINCADE** said "Oh, man, I think that's more than enough, oh yeah, that is good."

(37). On or about February 5, 2007, while discussing the City Council vote, **KINCADE** said, "Well, well the thing about it is, you, you know you got me and you know you got **WILSON**."

(38). On or about February 5, 2007, **KINCADE** stated he would talk to another City Council member about her vote and she did not have to know about the relationship between the cooperating witness and **KINCADE**.

(39). On or about February 5, 2007, **KINCADE** said he planned to tell the other City Council member that he was going to work with her on her campaign.

(40). On or about February 5, 2007, **KINCADE** assured the cooperating witness, stating, "Let me tell you something, everything is quiet and calm and you ain't got to worry about nothing."

(41). On or about February 5, 2007, **KINCADE** left the cooperating witness' car, and put the \$3,000 bribe in his left pocket.

(42). On or about February 5, 2007, as **KINCADE** was walking away from the car, **KINCADE** said he did not want the other City Council member to think too much because the cooperating witness would get the contract.

(43). On or about February 8, 2007, **WILSON** met the cooperating witness, prior to the City Hall meeting, and informed the cooperating witness, he (**WILSON**) might ask a token question stating, "I may ask one just to throw 'em."

(44). On or about February 8, 2007, **WILSON** proffered a motion before the City Council for the cooperating witness to be an approved vendor and receive contracts from the City of Hempstead.

(45). On or about February 8, 2007, **KINCADE** seconded the proffered motion brought by **WILSON** for the cooperating witness to be an approved vendor and receive contracts from the City of Hempstead.

(46). On or about February 8, 2007, **WILSON** indicated he wanted to receive the bribe payment at his car, which was located in front of City Hall.

(47). On or about February 8, 2007, **WILSON** discussed the amount of potential city contracts stating "Come September...I'm gonna try to get you up to \$100,000."

(48). On or about February 8, 2007, **WILSON** walked with the cooperating witness to the back of his Dodge Charger and **WILSON** opened the trunk.

(49). On or about February 8, 2007, the cooperating witness placed the \$5,000 bribe in the trunk of **WILSON's** car, as **WILSON** stated, "You got . . . the contract, yours."

(50). On or about February 8, 2007, **WILSON** told the cooperating witness not to worry just because he was a cop, and then provided the cooperating witness with a copy of the approved vendor contract.

(51). On or about April 23, 2007, **KINCADE** and the cooperating witness discussed how the cooperating witness had paid \$13,000 to **WILSON** and **KINCADE**, but had not received any contracts from the City of Hempstead.

(52). On or about January 30, 2008, **KINCADE** went to the cooperating witness' home and inquired whether the cooperating witness would be turning him in.

All in violation of Title 18, United States Code, Section 371.

COUNT TWO
Federal Programs Fraud
18 U.S.C. §§666 and 2

1. The Grand Jury adopts, realleges and incorporates herein the Introduction Section of this Indictment.
2. From on or about December 28, 2006, to on or about August 8, 2007, in the Southern District of Texas and elsewhere within the jurisdiction of the Court,

LARRY W. WILSON, SR.

defendant herein, and with other persons known and unknown to the Grand Jury, agent of a local government agency, that is, for the City of Hempstead, a local entity which received more than \$10,000 from a federal assistance program during a continuous one-year period, did knowingly and corruptly solicit, demand, accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such organization, government, or agency involving anything of value of \$5,000 or more, to wit: Defendant did solicit, demand, accept, and agree to accept U.S. currency as bribes, in the amount of approximately \$10,000 from a demolition contractor (the cooperating witness), doing business with the City of Hempstead, with intent to be influenced and rewarded in a series of transactions

involving City of Hempstead contracts, in return for providing approved vendor status leading to the 610 4th Street demolition contract, in the amount of \$6,000.

In violation of Title 18, United States Code, Sections 666 and 2.

COUNT THREE
Federal Programs Fraud
18 U.S.C. §§666 and 2

1. The Grand Jury adopts, realleges and incorporates herein the Introduction Section of this Indictment.
2. From on or about December 28, 2006, to on or about August 8, 2007, in the Southern District of Texas and elsewhere within the jurisdiction of the Court,

PARIS J. KINCADE, JR.

defendant herein, and with other persons known and unknown to the Grand Jury, agent of a local government agency, that is, for the City of Hempstead, a local entity which received more than \$10,000 from a federal assistance program during a continuous one-year period, did knowingly and corruptly solicit, demand, accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such organization, government, or agency involving anything of value of \$5,000 or more, to wit: Defendant did solicit, demand, accept, and agree

to accept U.S. currency as a bribe, in the amount of approximately \$3,000 from a demolition contractor (the cooperating witness), doing business with the City of Hempstead, with intent to be influenced and rewarded in a series of transactions involving City of Hempstead contracts, in return for providing approved vendor status leading to the 610 4th Street demolition contract, in the amount of \$6,000.

In violation of Title 18, United States Code, Sections 666 and 2.

COUNT FOUR
Federal Programs Fraud
18 U.S.C. §§666 and 2

1. The Grand Jury adopts, realleges and incorporates herein the Introduction Section of this Indictment.

2. From on or about December 28, 2006, to on or about August 31, 2007, in the Southern District of Texas and elsewhere within the jurisdiction of the Court,

LARRY W. WILSON, SR.

defendant herein, and with other persons known and unknown to the Grand Jury, agent of a local government agency, that is, for the City of Hempstead, a local entity which received more than \$10,000 from a federal assistance program during a continuous one-year period, did knowingly and corruptly solicit, demand, accept • and agree to accept, anything of value from any person, intending to be influenced

and rewarded in connection with any business, transaction, and series of transactions of such organization, government, or agency involving anything of value of \$5,000 or more, to wit: Defendant did solicit, demand, accept, and agree to accept U.S. currency as bribes, in the amount of approximately \$10,000 from a demolition contractor (the cooperating witness), doing business with the City of Hempstead, with intent to be influenced and rewarded in a series of transactions involving City of Hempstead contracts, in return for providing approved vendor status leading to the 326 5th Street demolition contract, in the amount of \$5,150.

In violation of Title 18, United States Code, Sections 666 and 2.

COUNT FIVE
Federal Programs Fraud
18 U.S.C. §§666 and 2

1. The Grand Jury adopts, realleges and incorporates herein the Introduction Section of this Indictment.
2. From on or about December 28, 2006, to on or about August 31, 2007, in the Southern District of Texas and elsewhere within the jurisdiction of the Court,

PARIS J. KINCADE, JR.

defendant herein, and with other persons known and unknown to the Grand Jury, agent of a local government agency, that is, for the City of Hempstead, a local

entity which received more than \$10,000 from a federal assistance program during a continuous one-year period, did knowingly and corruptly solicit, demand, accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such organization, government, or agency involving anything of value of \$5,000 or more, to wit: Defendant did solicit, demand, accept, and agree to accept U.S. currency as a bribe, in the amount of approximately \$3,000 from a demolition contractor (the cooperating witness), doing business with the City of Hempstead, with intent to be influenced and rewarded in a series of transactions involving City of Hempstead contracts, in return for providing approved vendor status leading to the 326 5th Street demolition contract, in the amount of \$5,150.

In violation of Title 18, United States Code, Sections 666 and 2.

NOTICE OF CRIMINAL FORFEITURE
(18 U.S.C. § 981/28 U.S.C. §2461)

Pursuant to Title 28, United States Code, Section 2461(c), and Title 18, United States Code, Section 981(a)(1)(C), notice is given that the defendants **LARRY W. WILSON, SR.** charged in Counts 1, 2, and 4, and **PARIS J. KINCADE JR.** charged in Counts 1, 3, and 5, that in the event of conviction, the United States intends to forfeit all property, real and personal, which constitutes or is derived from proceeds traceable to a violation charged in Counts 1-5, including, but not limited to, the following property:

approximately \$13,000 in United States dollars;

for which the defendants may be jointly and severally liable to the United States.

SUBSTITUTE ASSETS

In the event that any property that is subject to forfeiture, as a result of any act or omission of the defendants-

- a. cannot be located upon exercise of due diligence;
- b. has been placed beyond the jurisdiction of the Court;
- c. has been transferred or sold to, or deposited with a third party;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty;

it is the intent of the United States to seek forfeiture of any other property of the defendant up to the value of such property, pursuant to Title 21, United States

Section 853(p), incorporated by reference in Title 28, United States Code, Section 2461.

A TRUE BILL:

— ORIGINAL SIGNATURE ON FILE
FOR PERSON OF THE GRAND JURY

TIM JOHNSON
Acting United States Attorney

Michael Wright
MICHAEL WRIGHT
Assistant United States Attorney